IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1403 OF 2006

IN

SUIT NO.1560 OF 1995

Denesh S. Advani @ Laxman S. Advani
@ L.S. Advani .. Plaintiff

versus

Jasbir Valia wd/o Raj Mamraj Valia .. Defendant

...

Mr.S.K. Jain for the plaintiff.

Mr.V.G. Mehta for the defendant.

CORAM : D.G. KARNIK,J.

DATED : 15th January 2007.

P.C.:

1. Heard learned counsel for the parties.

2. This Chamber Summons is directed against the

order against the order of the receiver fixing the royalty of Rs.16,000/- p.m. Earlier by an interim order the Receiver had fixed the interim royalty at the rate of Rs.5,000/- p.m. By the impugned order, royalty has been increased to Rs.16,000/- per month.

3. I have perused the order. The only reasons given by the Court Receiver for fixing the increased royalty in his own words is:

> "The subject flat is admeasuring 320 sq.ft. and is situated at the junction of Kemps Corner. However the building is 41 years old. Taking into consideration the depreciation value and the present condition of the flat, if the royalty in the sum of Rs.16,000/-p.m. is fixed it will be just fair and reasonable.

4. To say the least, no adequate reasons are given by the receiver for fixing the amount of the royalty. He has only stated taking into

consideration depreciated value and present condition of the flat royalty is fixed. He has not stated what is the depreciated value of the flat. It is worthwhile to note that valuers report was not obtained to ascertain the present value of the flat. In the circumstances, it cannot be stated that receiver has given any valid reasons for fixing the royalty at Rs.16,000/- p.m.

5. The defendant has been paying royalty of Rs.5,000/- per month which was the interim royalty fixed by the receiver. I see no reason why the receiver should have enhanced the royalty form Rs.5,000/- to Rs.16,000/- without giving any reasons. In the circumstances, the impugned order is set aside and the Chamber Summons is allowed in terms of prayer clause (c).

D.G. KARNIK, J